

Solicitation 06620-09

INSURANCE, EXCESS GENERAL LIABILITY & WORKERS COMPENSATION



Collin County

Bid 06620-09 INSURANCE, EXCESS GENERAL LIABILITY & WORKERS COMPENSATION

Bid Number	06620-09
Bid Title	INSURANCE, EXCESS GENERAL LIABILITY & WORKERS COMPENSATION
Bid Start Date	In Held
Bid End Date	Aug 27, 2009 2:00:00 PM CDT
Question & Answer End Date	Aug 20, 2009 6:00:00 PM CDT
Bid Contact	Sara Hoglund CPPB Contract Administrator Purchasing Department 972-548-4104 shoglund@co.collin.tx.us
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	30 days
Pre-Bid Conference	Jul 24, 2009 3:00:00 PM CDT Attendance is mandatory Location: MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held by Collin County in the Commissioners' Courtroom located at 2100 Bloomdale, McKinney, TX 75071 on Friday, July 24, 2009 at 3:00 p.m. in order for offerors to ask questions regarding the proposed work. All offerors desiring to submit a proposal should have a representative at the pre-proposal conference, offerors that do not attend the pre-proposal conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-proposal conference.
Standard Disclaimer	***Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).*** Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations. All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.
Bid Comments	Collin County is conducting a vendor search to select an insurance carrier(s) to provide Excess General Liability and Workers' Compensation insurance for the County.

Collin County, Texas is currently seeking proposals from qualified and interested Agents, Brokers, and Insurers to provide insurance for excess general liability and workers' compensation coverages. The County will utilize a two-step process for completing and making this award. First, markets will be assigned; second, vendors will be requested to return proposals based upon market assignment.

Part 1: Assignment of Markets

Part 2: Proposal Response

Item Response Form

Item	06620-09-1-01 - STATE PRICE FOR INSURANCE
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	Collin County <u>Collin County- See P.O.</u> See P.O. for Delivery Location See P.O. TX - Qty 1
Description	STATE PRICE FOR INSURANCE AS DESCRIBED IN THE SPECIFICATIONS

**COLLIN COUNTY, TEXAS****REQUEST FOR PROPOSAL****SUBMIT PROPOSALS TO:**

**Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale, Suite 3160
McKinney, Texas 75071**

SUBMIT NO LATER THAN:

2:00 P.M., Thursday, August 27, 2009

MARK ENVELOPE:****NOTE:**

All correspondence must include suite number to assist in proper delivery.**

RFP NO. 06620-09

**INSURANCE: EXCESS GENERAL
LIABILITY & EXCESS WORKERS'
COMPENSATION**

***ALL PROPOSALS MUST BE RECEIVED IN THE OFFICE OF THE PURCHASING AGENT
BEFORE RECEIVING DATE AND TIME***

Public receipt of proposals is scheduled to be held in the Office of the Purchasing Agent, Collin County Administration Building, 2300 Bloomdale, Suite 3160, McKinney, Texas 75071.

If offeror does not wish to submit an offer at this time, please submit a "NO OFFER" by the same time and at the same location as stated above and state the reasons for such.

Awards should be made not more than ninety (90) days after receiving date.

Collin County is always conscious and extremely appreciative of your time and effort in the preparing of this offer. Requests for information should be directed to:

Sara Hoglund, CPPB
Contract Administrator, Purchasing Dept.
Collin County Administration Building
2300 Bloomdale, Suite 3160
McKinney, Texas 75069
Telephone: 972/548-4104 or;
Dallas Metro 972/424-1460 ext. 4104
Facsimile: 972/548-4694



COLLIN COUNTY, TEXAS TERMS AND CONDITIONS

1.0 GENERAL INSTRUCTIONS

1.0.1 Definitions

1.0.1.1 Bidder/Quoter/Offeror: refers to submitter.

1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Quoter/Contractor/Service Provider.

1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder/Quoter/Offeror.

1.0.1.4 IFB: refers to Invitation For Bid.

1.0.1.5 RFQ: refers to Request For Qualifications

1.0.1.6 RFP: refers to Request For Proposal.

1.0.1.7 RFI: refers to Request For Information.

1.0.1.8 CSP: refers to Competitive Sealed Proposal

1.0.1.9 Quotation: refers to Request for Quotation

1.1 If Bidder/Quoter/Offeror do not wish to submit an offer at this time, please submit a No Bid Form.

1.2 Awards shall be made not more than ninety (90) days after the time set for opening of submittals.

1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your submittal.

1.4 Collin County exclusively uses BidSync for the notification and dissemination of all solicitations. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

1.5 A bid/quote/submittal may not be withdrawn or canceled by the bidder/quoter/offeror prior to the ninety-first (91st) day following public opening of submittals and only prior to award.

1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids/Quotes/Proposals/Submittals for any or all products and/or services covered in an Invitation For Bid (IFB), Request For Qualifications (RFQ), Request For Proposal (RFP), Request For Information (RFI), Competitive Sealed Proposal (CSP), and Quotation, and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.7 All IFB's, RFP's, CSP's, RFQ's, and RFI's submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB/RFP/RFQ/RFI/CSP/Quotation number and name. A hard copy paper form submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.

1.8 No oral, telegraphic or telephonic submittals will be accepted. IFB's, RFP's, RFQ's, CSP's, and RFI's, may be submitted in electronic format via **BidSync**.

1.9 All Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), and Request For Information (RFI), submitted electronically via **BidSync** shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB, RFP, RFQ, CSP, and/or RFI.

1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all Invitation For Bids (IFB), Request For Proposals (RFP), Request For Qualifications (RFQ), Competitive Sealed Proposals (CSP), Request For Information (RFI), submitted in hard copy paper form. IFB's, RFP's, RFQ's, CSP's, RFI's, received in County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic submittals.

1.11 For hard copy paper form submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB/RFQ/RFP/CSP/RFI/, guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.

1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.13 Any interpretations, corrections and/or changes to an Invitation For Bid/Request For Qualifications/Request For Proposal/Request for Information/Competitive Sealed Proposal, and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via **BidSync**, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. **BidSync** at www.bidsync.com, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder/Quoter/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.

1.14 All materials and services shall be subject to Collin County approval.

1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.

1.16 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County

Employees.

1.17 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.

1.18 Bidders/Quoters/Offerors taking exception to the specifications shall do so at their own risk. By offering substitutions, Bidder/Quoter/Offeror shall state these exceptions in the section provided in the IFB/RFQ/RFP/CSP/Quotation or by attachment. Exception/substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the exception(s)/substitution(s) deemed to be in the best interest of the County.

1.19 Minimum Standards for Responsible Prospective Bidders/Quoters/Offerors: A prospective Bidder/Quoter/Offeror must meet the following minimum requirements:

1.19.1 have adequate financial resources, or the ability to obtain such resources as required;

1.19.2 be able to comply with the required or proposed delivery/completion schedule;

1.19.3 have a satisfactory record of performance;

1.19.4 have a satisfactory record of integrity and ethics;

1.19.5 be otherwise qualified and eligible to receive an award.

Collin County may request documentation and other information sufficient to determine Bidder's/Quoter's/Offeror's ability to meet these minimum standards listed above.

1.20 Vendor shall bear any/all costs associated with its preparation of an RFI/IFB/RFQ/RFP/CSP/Quotation submittal.

1.21 Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

1.22 The Bidder/Quoter/Offeror shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.23 Interlocal Agreement: Successful bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County.

1.24 Bid Openings: All bids submitted will be read at the county's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the county accepts such bid as responsive.

The county will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The county will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

2.0 TERMS OF CONTRACT

2.1 A bid/quote/proposal, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of an Amendment and/or a Change Order.

2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.

2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

2.4 The Vendor/Contractor/Provider shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding the Acceptance of Gifts by County Officials & County Employees.

2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

2.6 Bids/Quotes/Proposals must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.

2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.

2.9 Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

2.10 If a contract, resulting from a Collin County IFB, RFP, RFQ, CSP, Quotation is for the execution of a public work, the following shall apply:

2.10.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.10.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

2.11 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.

2.12 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.

2.13 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

2.14 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

2.15 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.

2.16 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.

2.17 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:

2.17.1 Collin County Purchase Order Number;

2.17.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;

2.17.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.

2.18 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.

2.19 All warranties shall be stated as required in the Uniform Commercial Code.

2.20 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

2.21 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.

2.22 The contract will be governed by the laws of the State of Texas. Should any portion of the contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. The contract is performable in Collin County, Texas.

2.23 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.

2.24 The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

2.25 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

2.26 The Vendor/Contractor/Provider understands, acknowledges and agrees that if the Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Vendor/Contractor/Provider by Collin County for any payments owed to the third party.

2.27 Vendor/Contractor/Provider shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

2.28 Criminal History Background Check: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

2.29 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.

2.30 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

2.31 Certification of Eligibility: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.32 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised of the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention

Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

2.33 Delays and Extensions of Time when applicable:

2.33.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.

2.33.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB/RFQ/RFP/RFI/CSP/Quotation Solicitation documents as Special Terms, Conditions and Specifications.

3.0 INSURANCE REQUIREMENTS

Before commencing work vendor shall at there own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the COUNTY of Collin. Vendor shall furnish to the COUNTY of Collin Purchasing Agent certificates of insurance executed by the insurer or its authorized agent stating coverage's, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows: **Collin County, RFP No. 06620-09**

- 3.1 Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal and Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- 3.2 Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
- 3.3 Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
- 3.4 Professional Liability Insurance to provide coverage against any claim which the bidder and all persons engaged or employed by the bidder become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$5,000,000 per claim, \$5,000,000 annual aggregate.

NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the COUNTY of Collin.

With reference to the foregoing required insurance, the vendor shall endorse applicable insurance policies as follows:

- 3.5 A waiver of subrogation in favor of COUNTY of Collin, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
- 3.6 All insurance policies shall be endorsed to the effect that COUNTY of Collin will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- 3.7 All insurance shall be purchased from an insurance company that meets a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.

PART ONE (1)

**RESPONSE TO
MARKET
REQUEST
INFORMATION
AND
QUESTIONNAIRE**

4.0 PART ONE (1) - EVALUATION CRITERIA AND FACTORS**4.1 Part I – Response to Market Request Information and Questionnaire**

Proposers will be qualified and insurance companies will be assigned exclusively to an Agent. Collin County Excess General Liability and Workers' Compensation Insurance Questionnaire and Market Request Form is to be completed by the Agency in its entirety, failure to do so will result in disqualification.

When assigning insurance companies to Agencies, the county will use the following criteria:

- The current agent will be assigned incumbent markets, assuming the agent's past service has been satisfactory to the County. Assignments will attempt to avoid dividing companies or groups among different Agencies.
- Location, services, pricing, experience, backup support and insurance company relationships will be important considerations when assigning insurance companies and agencies.

5.0 PART ONE (1) - SPECIAL CONDITIONS AND SCOPE OF SERVICES

5.1 Authorization: Sealed proposals will be received for Insurance, Excess General Liability & Workers' Compensation.

Collin County is conducting a vendor search to select an insurance carrier(s) to provide Excess General Liability and Workers' Compensation insurance for the County.

Collin County, Texas is currently seeking proposals from qualified and interested Agents, Brokers, and Insurers to provide insurance for excess general liability and workers' compensation coverages. The County will utilize a two-step process for completing and making this award. First, markets will be assigned; second, vendors will be requested to return proposals based upon market assignment.

Part 1: Assignment of Markets

If you wish to submit a proposal you must attend a mandatory pre-proposal conference described below and submit your completed Excess General Liability and Workers' Compensation Insurance Market Request form (Attachment A) and the Collin County Excess General Liability and Workers' Compensation Insurance Questionnaire (Attachment B).

MANDATORY PRE-PROPOSAL CONFERENCE: A mandatory pre-proposal conference will be held by Collin County in the Commissioners'

Courtroom located at 2100 Bloomdale, McKinney, TX 75071 on **Friday, July 24, 2009 at 3:00 p.m.** in order for offerors to ask questions regarding the proposed work. All offerors desiring to submit a proposal should have a representative at the pre-proposal conference, offerors that do not attend the pre-proposal conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-proposal conference.

In order to be considered for this project offerors must return the Excess General Liability and Workers' Compensation Insurance Market Request form (Attachment A) and the Excess Collin County General Liability and Workers' Compensation Insurance Questionnaire (Attachment B) in a sealed enveloped marked with the RFP Number, RFP Name and Company Name no later than 5:00 p.m. Friday, July 24, 2009 to:

Collin County Purchasing
2300 Bloomdale Rd. #3160
McKinney, TX 75071
(972) 548-4165

After receipt of these forms, Collin County will assign markets. No markets may be reserved without the express written permission of Collin County. Insurance Companies will be assigned according to your proposed preference, volume and percent of business with that insurance carrier.

6.0 PART ONE (1) - PROPOSAL FORMAT

- 6.1 Submit the following documents:
 - 6.1.1 Attachment A – Excess General Liability and Workers Compensation Insurance Market Request form
 - 6.1.2 Attachment B – Excess Collin County General Liability and Workers' Compensation Insurance Questionnaire

PART TWO (2)

PROPOSAL RESPONSE

4.0 PART TWO (2) - EVALUATION CRITERIA AND FACTORS

- 4.1 The award of the contract shall be made to the responsible offeror whose proposal is determined to be the lowest and best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other factors. The evaluation criteria will be grouped into percentage factors as follows:

4.1.1 Part 2 – Proposal Response

CRITERIA	VALUE
Profile of local/national agency operations to include firms qualifications, experience, financial stability and references	30
Agency resources available to include support services, access of staff, service plan	25
Pricing of programs	25
Availability of other programs to include loss control and bonds	20
Total Value	100

5.0 PART TWO (2) - SPECIAL CONDITIONS AND SCOPE OF SERVICE

Part 2: Proposal Response

Once markets have been assigned, vendors will be notified of their market assignments and then must submit their Proposal Response (Part 2) by the RFP Due Date – 2:00 p.m. Thursday, August 27, 2009. Proposals will be evaluated based upon requirements listed above.

- 5.1 Intent of Request for Proposal: Collin County's intent of this Request for Proposal (RFP) and resulting contract is to provide offerors with sufficient information to prepare an RFP response for Insurance: to include Excess General Liability and Workers' Compensation.

- 5.2 Term: Provide for a contract commencing on October 1, 2009 through September 30, 2010 with the option to extend for two (2) additional one (1) year periods.

- 5.3 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current Collin County fiscal year shall be subject to budget approval.

- 5.4 Price Reduction: If during the life of the contract, the vendor's net prices to other customers under the same terms and conditions for items/services awarded herein are reduced below the contracted price, it is understood and

agreed that the benefits of such reduction shall be extended to Collin County.

5.5 Method of Award:

5.5.1 The award of the contract shall be made to the responsible offeror(s) whose proposal is determined to be the best evaluated offer resulting from negotiation taking into consideration the relative importance of price and other evaluation factors in paragraph 4.0 above. Collin County reserves the right to award on an "all or none" or by "service or coverage" basis.

5.5.2 In consideration of the proposals, Collin County reserves the right to select one or more acceptable offerors who offer contractual terms and conditions most favorable to Collin County.

5.5.3 Collin County reserves the right to award all or a portion of the RFP.

5.5.4 No vendor has exclusive rights on this account, competitive proposals will be accepted from all responsible offerors.

5.6 Negotiations:

5.6.1 Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award. All offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. Revisions to proposals may be permitted after submission and before award for the purpose of obtaining best and final offers.

5.6.2 Offerors may be required to submit additional data during the process of any negotiations.

5.6.3 Collin County reserves the right to negotiate the price and any other term with the offerors.

5.6.4 Any oral negotiations must be confirmed in writing prior to award.

5.7 Introduction: Below is background Information on Collin County and the County's current insurance coverage.

5.7.1 Collin County is a political subdivision of the State of Texas, with the County seat in McKinney, Texas. The County is home to an estimated 724,900 residents, and occupies over 885 square miles. The County currently has approximately 1728 full-time positions and 20 part-time positions. The County operates 89 departments from different locations in

areas such as Public Works, Facilities, District Attorney's Office, District Clerk, Finance, Human Resources, Youth Camp, Sheriff's department, Detention, Juvenile Detention, and County Clerk, and operates its own low risk Medical Clinic from which the County's Health Official is based. The County does not own its own fire department, instead, utilizes the fire departments of the various cities and towns in its area.

While the County does not own, or operate a golf course, an airport, a landfill, or a water treatment facility, it does own, and operate the County's Sheriff's department and the area's primary detention center. The Sheriff's department has 164 peace officers, 246 detention officers, and 88 civilians and houses an average daily population of 1035 low and moderate risk detainees. Capital offense detainees are housed there during trial, but are typically transferred to state facilities upon sentencing.

5.7.2 Collin County's current program consists of a layered approach, combining self-insured retention at various levels, dependent upon the coverage provided. The underwriting information is included in Exhibit One, and the Loss Information is included in Exhibit Two, attached.

5.7.3 The current insurance agency, is McGriff, Seibels, and Williams of Texas Inc. (see Exhibit A – Summary of Existing Insurance)

GENERAL REQUIREMENTS:

5.8 It is the intention of Collin County that all offerors to this RFP place, in a single section titled "Statement of Compliance", any and all exceptions or deviations from the RFP requirements. Any requirements listed in the RFP that cannot be met or complied with in their entirety, or that require separate actions, additional fees or charges, or additional consideration must be detailed in this section. Requirements not specifically identified in this section will be interpreted as the offerors compliance to the RFP requirements.

5.9 In the event where a claim has costs at such levels that the offeror must become notified, the offeror, or the representative TPA, will submit electronic reports, detailing the claims specifics as to paid and incurred costs, and status of the claim. These reports will be provided on a monthly schedule and as needed by the County. The offeror shall provide samples of any and all reports that will be provided as well as the timing of such reports.

5.10 In the event where a claim has costs at such a level that the offeror must become notified, the offeror, or the representative TPA, will submit to regular audits of the pertinent claim files and to interviews with the involved adjuster(s) and their supervisors. These audits will endeavor to identify that timeliness and accuracy of processing is in full accordance with accepted industry standards.

5.11 The contract is to provide that changes in premium can only be instituted on a policy anniversary date and that the selected offeror must provide for notice of changes in premium at least 90 days before renewal.

5.12 It is the desire of the County that a single contact, or team be designated as the contact between the offeror and the County. The contact information must document office phone numbers as well as e-mails and if possible an 800#. The County requires all phone calls and e-mails returned within one business day.

5.13 All claim information is the property of Collin County. Provider is to return all such information to the county within fifteen days of contract exhaustion and/or termination. In the event that provider fails to return Collin county claim information to the county within fifteen days of contract exhaustion and/or termination, Collin County reserves the right to collect from provider an administrative fee of \$1000.00 to remedy county personnel costs required to research and recapture such claim information. Such claim information belonging to the county must be returned to the county upon demand.

5.14 The offeror shall provide a copy of the offerors errors and omissions coverage.

5.15 The offeror shall detail their claim process including notification requirements, required documentation, penalties for incorrect filing, how claims are calculated, processing timelines as well as available statistics regarding their claim processing and payment history.

5.16 The offeror shall describe the process(es) and fees incurred when the relationship with the offeror terminates.

5.17 The offeror shall include an "Unintentional Errors and Omissions" clause as to knowledge of occurrence (e.g. It is understood and agreed that knowledge of an occurrence by the agent, servant, or employee of Collin County shall not in itself constitute knowledge of the insured unless the County's Risk Manager shall have received such notice.

5.18 The offeror shall notate if they will include a Knowledge of Hazards or Exposure Base clause (e.g. it is understood and agreed, that failure by the insured to disclose all information regarding existing hazards as of the inception date of the policy shall not prejudice the insured with respect to the coverage afforded by the policy, provided such failure or omission is not intentional).

5.19 The offeror shall notate if they will include a clause about Notice of Occurrence (e.g. the insured's right under this policy will not be affected if it fails to give notice of an accident or occurrence, solely because it reasonably believed the accident or occurrence was not covered under the policy).

5.20 The offeror shall describe its ability to provide information to Collin County via electronic means. Collin County is especially interested in resources available to upload/download or otherwise transmit claim activity and history to the county PeopleSoft/Risk Management system.

5.21 The offeror shall provide an implementation schedule detailing required actions and the effectivity of the plan.

5.22 The offeror shall provide a 120 day renewal plan. All renewals must be submitted and approved by Court in September of each year. Please outline your renewal plan.

5.23 All invoices shall be sent to:

Collin County Auditor
2300 Bloomdale
Suite 3160
McKinney, TX 75071

with copy to: Collin County Risk Manager
2300 Bloomdale
Suite 4117
McKinney, TX 75071

5.24 PRICING AND FEES:

5.25.1 INCURRED EXPENSES: There is no expressed or implied obligation for Collin County to reimburse offerors for any expense incurred in preparing proposals in response to this request, and Collin County will not reimburse anyone for these expenses. Collin County will consider proposals from all responsible offerors.

5.24.2 ADDITIONAL CHARGES AND FEES: There is no expressed or implied obligation for the County to reimburse offerors for any additional charges or fees incurred beyond those that would be a normal result of the insurance contract, as a result of this proposal or their service to the County. All additional charges or fees and an explanation of these charges or fees must be documented in a separate section labeled "Additional Charges and Fees".

5.24.3 Any and all fees and commissions are disclosed, to include any and all set-up costs.

5.24.4 The County does not want any bundled charges to be listed. Please breakdown all charges by line item including commissions or fees.

5.24.5 The County can accept only the proposal that is received first, from any representatives of a company submitting a proposal.

5.24.6 Any and all costs that are audit or auditing related must be

disclosed in the “Additional Charges and Fees section.

5.25 ADDITIONAL SERVICES:

5.25.1 SAFETY AND LOSS PREVENTION: The County would like each of the offerors submitting proposals to include a description of safety and loss prevention services, if appropriate for the line of coverage. A general outline of proposed services and inspections should be submitted including the cost of such services, if not included in the premium.

5.25.2 CLAIM SERVICE: The County’s current Third Party Administrator is TriStar Risk Management; please indicate if TriStar is an accepted Third Party Administrator for your firm, if not, please document which Third Party Administrator you use and pricing of the Third Party Administrator you are recommending. In addition, the County requires prompt and accurate loss runs at least monthly showing all paid and outstanding (reserved) claims. It is not the County’s intent to dispute the reserving practices of its insurers, but it does hope to offer the insurers the benefit of personal and timely knowledge which might affect a more prompt and equitable settlement of claims. Also, any claims that are reserved too low or high will be reviewed by the County Risk Manager and appropriate action will be taken to adjust reserves accordingly. Each of the companies involved in this offer is invited to submit a proposal or plan which states the specific ways in which it intends to augment claims, loss prevention and other services available.

5.26 COPIES OF POLICIES: A complete specimen policy (including all forms, endorsements, and policy jackets) should be furnished with each quotation. Once coverage is purchased, a complete copy of all policies should be given to Collin County no later than December 1, 2009.

6.0 PART TWO (2) - PROPOSAL FORMAT

6.1 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, Collin County requires that proposals be submitted with a **master (marked original) and five (5) copies or proposals may be submitted online via Bid Sync.** The proposal shall, at a minimum, include a Table of Contents detailing sections and corresponding page numbers, and shall be printed on letter-size (8-1/2”x 11”) paper and if submitting manually, assembled with spiral-type bindings or staples. **DO NOT USE METAL-RING HARD COVER BINDERS.**

They are to include the following:

- 6.1.1 Title Page: Title page shall show the RFP subject; the offeror's name; the name, address, and telephone number of a contact person; and the date of the proposal.
- 6.1.2 Transmittal Letter: Offer shall include a signed letter briefly addressing the offeror's understanding of the insurance program being requested, the commitment to provide the coverage and services required and a statement explaining why the offeror believes itself to be best qualified to provide the coverage and service detailed within this RFP. Please show clearly options for which you are submitting a proposal.
- 6.1.3 Detailed Proposal: Complete the attached document: ATTACHMENT C – COVERAGE SPECIFICATIONS AND RESPONSE. The detailed proposal shall address the ability to provide services for each requirement as set forth in this RFP. See PART TWO (2) – SECTION 5.0. Offeror shall provide a proposal based on the current plan design. Options or alternatives should be given as percentage(s) or dollar adjustment(s).
- 6.1.4 Executive Summary: Please include with your proposal a two page management summary that outlines the competitive advantages of your proposal. Summarize the key points of the proposal for non-technical, executive review.
- 6.1.5 Offeror References: The Offeror shall furnish the following reference information:
- 1.2.1.5.1 Name, address, contact name and telephone number of the last three (3) clients that terminated service.
 - 1.2.1.5.2 Name, address, contact name and telephone number for most recent two (2) new clients.
 - 1.2.1.5.3 Name, address, contact name and telephone number for five (5) existing clients with three (3) or more year history with the Offeror.
 - 1.2.1.5.4 Name, address, contact name and telephone number for three (3) Governmental clients, either City or County.
 - 1.2.1.5.5 Please provide information on all current litigation and any litigation within the past 3 years.
- Collin County may contact or visit any listed representative to evaluate the services proposed.
- 6.1.6 Statement of Compliance: All offerors to this RFP shall detail, in a single location titled “Statement of Compliance”, any and all exceptions or deviations from the RFP requirements. Any requirements listed in the RFP

that cannot be met or complied with in their entirety, or that require separate actions, additional fees or charges, or additional consideration must be described in this section. Requirements not specifically identified in this section will be interpreted as the offeror's compliance to the RFP requirements.

6.1.7 Additional Information: Any additional information that may be pertinent to this RFP. Collin County intends to consider all aspects of the proposed services in determining the best overall package for Collin County employees.

6.1.8 You must submit your responses in the order that is provided in the RFP.

6.2 SUPPORTING DOCUMENTATION:

Offeror shall submit the following documents with the proposal:

6.2.1 Copies of your last audited financial including balance sheets and income statements.

6.2.2 Plans for merger/divestiture or a major capital investment or divestment or major claims administration conversion during the next twelve (12) months.

6.2.3 S/P and AM Best Ratings

6.2.4 Location of claims processing site

6.2.5 All other information required by this RFP

NOTE: FAILURE TO PROVIDE ALL INFORMATION REQUESTED MAY RESULT IN DISQUALIFICATION OF THE PROPOSAL.

SIGNATURE FORM COLLIN COUNTY, TEXAS

DELIVERY WILL BE F.O.B. INSIDE DELIVERY AT COLLIN COUNTY DESIGNATED LOCATIONS AND ALL TRANSPORTATION CHARGES PAID BY THE SUPPLIER TO DESTINATION.

DELIVERY TO BE SPECIFIED IN CALENDAR DAYS FROM DATE OF ORDER.

☐ WE **DO NOT** TAKE EXCEPTION TO THE BID SPECIFICATIONS.

☐ WE **TAKE** EXCEPTION TO THE BID SPECIFICATIONS (EXPLAIN):

COMPANY INFORMATION/PROFILE/REFERENCES

Preferential Requirement: The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A). Bidder shall make answer to the following questions by selecting the appropriate radio button or inserting information in the box provided:

Is your principal place of business in the State of Texas? ☐ Yes ☐ No

If the answer to question is "yes", no further information is necessary; if "no", please indicate:

in which state is your principal place of business is located:

if that state favors resident bidders (bidders in your state) by some dollar increment or percentage:

☐

Yes

☐

No

if "yes", what is that dollar increment or percentage?

Company Profile: IS YOUR FIRM?

Sole Proprietorship

☐

Yes

☐

No

General Partnership

☐

Yes

☐

No

Limited Partnership

☐

Yes

☐

No

Corporation

☐

Yes

☐

No

Other

☐

Yes

☐

No

List Legal Names in Company:

List at least three (3) companies or governmental agencies where these same/like products/services, as stated herein, have been provided. Include company name, address, contact name and telephone number.

AS PERMITTED UNDER TITLE 8, CHAPTER 271, SUBCHAPTER F, SECTION 271.101 AND 271.102 V.T.C.A. AND TITLE 7, CHAPTER 791, SUBCHAPTER C, SECTION 791.025, V.T.C.A., OTHER LOCAL GOVERNMENTAL ENTITIES MAY WISH TO ALSO PARTICIPATE UNDER THE SAME TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. EACH ENTITY WISHING TO PARTICIPATE MUST ENTER INTO AN INTERLOCAL AGREEMENT WITH COLLIN COUNTY AND HAVE PRIOR AUTHORIZATION FROM VENDOR. IF SUCH PARTICIPATION IS AUTHORIZED, ALL PURCHASE ORDERS WILL BE ISSUED DIRECTLY FROM AND SHIPPED DIRECTLY TO THE LOCAL GOVERNMENTAL ENTITY REQUIRING SUPPLIES/SERVICES. COLLIN COUNTY SHALL NOT BE HELD RESPONSIBLE FOR ANY ORDERS PLACED, DELIVERIES MADE OR PAYMENT FOR SUPPLIES/SERVICES ORDERED BY THESE ENTITIES. EACH ENTITY RESERVES THE RIGHT TO DETERMINE THEIR PARTICIPATION IN THIS CONTRACT. WOULD BIDDER BE WILLING TO ALLOW OTHER LOCAL GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? ☐ Yes ☐ No

By signing and submitting this Bid/Proposal, Bidder/Offeror acknowledges, understands the specifications, any and all addenda, and agrees to the bid/proposal terms and conditions and can provide the minimum requirements stated herein. Bidder/Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Bid/Proposal submittal resulting from Bidder/Offeror's failure to do so. Bidder/Offeror acknowledges the prices submitted in this Bid/Proposal have been carefully reviewed and are submitted as correct and final. If Bid/Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Invitation for Bid/Request for Proposal.

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING BID/PROPOSAL SUBMITTED BY THE COMPANY LISTED BELOW HEREINAFTER CALLED "BIDDER/OFFEROR" IS THE DULY AUTHORIZED AGENT OF SAID COMPANY AND THE PERSON SIGNING SAID BID/PROPOSAL HAS BEEN DULY AUTHORIZED TO EXECUTE SAME. BIDDER/OFFEROR AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT; THIS COMPANY; CORPORATION, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID/PROPOSAL IN COLLUSION WITH ANY OTHER BIDDER/OFFEROR OR OTHER PERSON OR PERSONS ENGAGED IN THE SAME LINE OF BUSINESS; AND THAT THE CONTENTS OF THIS BID/PROPOSAL AS TO PRICES, TERMS AND CONDITIONS OF SAID BID/PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID/PROPOSAL.

Company Name	<input type="text"/>
Street Address of Principal Place of Business	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone of Principal Place of Business	<input type="text"/>
Fax of Principal Place of Business	<input type="text"/>
E-mail Address of Representative	<input type="text"/>
Federal Identification Number	<input type="text"/>
Date	<input type="text"/>
Acknowledgement of Addenda	#1 € #2 € #3 € #4 € #5 € #6 €
Authorized Representative Name	<input type="text"/>
Authorized Representative Title	<input type="text"/>
Signature (Required for paper bid submission)	<input type="text"/>

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

In order to better serve our bidders, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Please take a moment to complete the below. Should you have any questions or require more information please call (972) 548-4165.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID OR PROPOSALS?

McKinney Courier-Gazette?	€	Yes	€	No
Plan Room?	€	Yes	€	No
Collin County Web-Site?	€	Yes	€	No
Facsimile or email from BidSync?	€	Yes	€	No
Other	<input type="text"/>			

HOW DID YOU RECEIVE THE BID DOCUMENTS?

Downloaded from Home Computer?	€	Yes	€	No
Downloaded from Company Computer?	€	Yes	€	No
Requested a Copy from Collin County?	€	Yes	€	No
Other	<input type="text"/>			

Thank You,

Collin County Purchasing Department

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of person doing business with local governmental entity.</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	<p>Date Received</p> <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 5px;"></div>
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
<p>3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 150px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 0; bottom: 0; width: 10px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, #ccc 2px, #ccc 4px);"></div> </div>	
<p>4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</p> <div style="border: 1px solid black; height: 150px; width: 100%; margin-top: 5px; position: relative;"> <div style="position: absolute; right: -20px; top: 0; bottom: 0; width: 10px; background: repeating-linear-gradient(45deg, transparent, transparent 2px, #ccc 2px, #ccc 4px);"></div> </div>	

Adopted 11/02/2005

FORM CIQ**CONFLICT OF INTEREST QUESTIONNAIRE****Page 2****For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity

Date

Adopted 11/02/2005

**COLLIN COUNTY, TEXAS
STATEMENT OF NO BID**

Collin County is very conscious and extremely appreciative of the time and effort you expend in preparing and submitting solicitations to the County. If you do not intend to bid on this requirement, please complete this form electronically via BidSync or forward to: Michalyn Rains, Contracts Manager, Collin County, 2300 Bloomdale Road, Suite 3160, McKinney, Texas 75071, fax 972-548-4694 or email mrains@co.collin.tx.us.

We, the undersigned, have declined to bid on your IFB/RFP/RFI/RFQ# for the following reason(s):

- ☐ Specifications too “tight”, i.e. geared toward one brand or manufacturer only. (Please explain reason below)
- ☐ Specifications unclear. (Please explain below)
- ☐ Insufficient time to respond to solicitation.
- ☐ We do not offer this product/s or equivalent. (If you wish to remain on the bidders list for other commodities and/or services, please go to www.bidsync.com to review your previous selections and make the required changes.)
- ☐ Our product schedule would not permit us to perform.
- ☐ Unable to meet specifications.
- ☐ Job too large.
- ☐ Job too small.
- ☐ Cannot provide required bonding.
- ☐ Cannot provide required insurance.
- ☐ Bidding through dealer.
- ☐ Do not wish to do business with Collin County. (Please explain below)
- ☐ Other (Please specify below)

REMARKS:

Company Name:

Address:

City:

State:

Zip:

Contact Name:

Title:

Business Telephone Number:

Fax:

Email Address:

Company's Internet Web Page URL:

ATTACHMENT A

**. EXCESS LIABILITY and EXCESS WORKERS' COMPENSATION MARKET REQUEST FORM RFP # 06620-09 FOR
COLLIN COUNTY, TEXAS**

Complete and return this form with the Excess General Liability and Workers' Compensation Insurance Questionnaire immediately
but no later than 5:00 p.m. July 24, 2009 to

Collin County Purchasing, 2300 Bloomdale Rd Suite # 3160, McKinney, TX 75071

Phone: 972-548-4104

Do not contact or block a market until a written assignment has been issued by Collin County. If you contact a company, please release that company immediately; failure to do so may result in the loss of assigned markets.

Name of Vendor, Agent, or Insurer	
Street Address	
City, State, Zip Code	
Contact Person	
Telephone	
Fax Number	
E-mail	

Write or type in the name of the insurance company/market you are requesting for excess general liability and workers' compensation coverage in the order of preference. All insurance shall be purchased from an insurance company that meets the financial rating of AVI or better as assigned by A.M. Best Company or equivalent.

Preference	1	2	3	4
-------------------	----------	----------	----------	----------

ATTACHMENT A

General Liability				
Name of Insurer for Excess Commercial General Liability				
Name of Wholesale Market for Excess Commercial General Liability (if any)				
Average annual premium dollars paid for the past year				
Percentage of business with carrier				
Length of relationship with carrier				
AM Best Rating of Insurer				
Workers' Compensation				
Name of Insurer for Excess Workers' Compensation				
Name of Wholesale Market for Excess Workers' Compensation				
Average annual premium dollars paid for the past year				
Percentage of business with carrier				
Length of relationship with carrier				
AM Best Rating of Insurer				

ATTACHMENT B

**Collin County Excess Liability and Excess Workers' Compensation Insurance
Questionnaire RFP # 06620-09**

Complete and return this form with the Market Request form immediately but no later
than 5:00 p.m. Friday July 24, 2009, to Collin County Purchasing
2300 Bloomdale Rd Suite # McKinney, TX 75071
Phone: 972-548-4165

Agency	Office Head
Address	City, State, Zip
Date founded	Number of Local Employees
Percentage of your business in Public Entity	Financial Information of Agency for 2008

Phone	Fax	800#
E-mail address	Web site	
In house Services Provided	Claims Representative	
Service Representative	Loss Control Representative	

	Account Executive	Back Up Executive
Name		
Direct Phone		
E-mail Address		
Cell Phone		
Years with firm		
Years of Insurance Experience		
	Account Executive	Back Up Executive
Years of Insurance Experience with Governmental Entities		

ATTACHMENT B

Designations/Certifications		

Agency Information	2008	2007	2006
Approximate commission/fee revenue by year for the last 3 years			
Business retention percentage overall by year for the last 3 years			
Number of Public Entity clients by year for the last 3 years			

Please describe your service plan to clients.

Please list additional services your firm can provide.

ATTACHMENT C – COVERAGE SPECIFICATIONS & RESPONSE

**SECTION C RESPONSE
UMBRELLA EXCESS LIABILITY
COVERAGE SPECIFICATIONS**

LIMITS OF INSURANCE		
Specifications	Included Yes/No	Comments
<ul style="list-style-type: none"> \$2,000,000 – per occurrence, in excess of any primary liability coverage \$4,000,000 Policy Aggregate 		
<ul style="list-style-type: none"> Is this a stand alone policy 		
<ul style="list-style-type: none"> Is this part of a package program? If it not part of a package program, please indicate it in the comments section and list the premium for each line of coverage. 		
Plases check the underlying coverage's listed below that the umbrella liability coverage will be in excess of (Deductibles or Self-Insured Retentions of \$100,000, \$250,000, \$350,000, \$400,000 and \$500,000):		
Underlying coverage	Deductible/ SIR limits Available	Comments
• General liability		
• Worker's Compensation		
• Law Enforcement Liability		
• Public Official Liability		
• Employment Practices Liability		
• Automobile Liability		
• Pollution Liability Insurance		
• Medical Malpractice Insurance		
• Does the insurance company require in-house processing of claims		
• May a T.P.A process claims		Names of approved T.P.A's
UMBRELLA EXCESS LIABILITY PREMIUM SUMMARY		
Specifications	Amount	Comments
• Total Annual Premium for Excess General Liability Package		
• TRIA coverage premium		
• Total Annual Premium for Excess Workers' Compensation		
• TRIA coverage premium		
State name of Insurance Company:		
Current A.M. Bests Rating:		
Name and Title of person completing this form:		
Name of Agency:		

SECTION C1 RESPONSE**ANNUAL AGGREGATE LOSS FUND**

If you indicated in your proposal/coverage's that a line of coverage applied to an Annual Aggregate Loss Fund, please complete the area listed below:

Line of Coverage	Yes/No
• Worker's Compensation	
• General Liability	
• Law Enforcement Liability	
• Public Official Liability	
• Employment Practices Liability	
• Automobile Liability	
• Auto Physical Damage	
• Property Insurance / Inland Marine Coverage	
• Crime Insurance	
• Pollution Liability Insurance	
• Medical Malpractice Insurance	
• Boiler and Machinery Insurance	

• Annual Aggregate Premium	\$
• Annual TRIA Premium	\$
• Annual Aggregate Attachment Point	\$
• Maximum amount of coverage available above attachment point	\$
State name of Insurance Company:	
Current A.M. Bests Rating:	
Name and Title of person completing this form:	
Name of Agency:	

EXHIBIT A

McGriff, Seibels and Williams of Texas, Inc.

Summary of Insurance for: Collin County, Texas
Date: November 26, 2007

COVERAGE	INSURANCE CARRIER	POLICY PERIOD	LIMITS OF LIABILITY DEDUCTIBLES	ANNUAL PREMIUM
Public Entity Excess Liability	Star Insurance Co. #CP0267733	10/01/09 – 09	Policy Limits: Workers Compensation - Statutory \$2,000,000 Per Occurrence GL, LEL, POL, EBL \$4,000,000 Policy Aggregate GL, LEL, POL, EBL SIR: \$275,000 for Workers' Compensation \$1,000,000 for All Other	\$150,082.00



* This is a summary only. The actual policy language must be consulted for any definitive evaluation of coverage, terms and conditions.

Question and Answers for Bid #06620-09 - INSURANCE, EXCESS GENERAL LIABILITY & WORKERS COMPENSATION

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.